EFFECT OF JUDGMENT OF A COURT OF FOREIGN NATION.—The case of *Vaught* v. *Meador* was reported and commented upon in the last number of the REGISTER, page 341. It related to the credit and effect to be given in this State to a judgment by a court of competent jurisdiction of a foreign State, as also to the extra-territorial effect of domestic decrees removing a cloud upon the title to foreign lands. The following clipping from the local columns of a Buffalo, N. Y., daily paper shows that the courts of that State apply the rule to judgments of a foreign nation:

"Judge Leslie W. Russell, in the Supreme Court, yesterday, held that a judgment issued by the High Court of Justice, of London, Ontario, Canada, was binding in this State. The judgment was obtained by Charles H. A. Grant against George S. Birrell, for $1,382, and suit was brought here to enforce it.

"Judge Russell holds that, having submitted himself to the jurisdiction of the Canadian court, Birrell is bound by its action."

The New York court followed the decision of the United States Supreme Court in *Ritchie* v. *McMullen*, 159 U. S. 235, which court, on the same day, in *Hilton* v. *Guyot*, 159 U. S. 113, declined to give conclusive effect to a French judgment, differentiating the cases solely on the ground of want of reciprocity on the part of France as to the effect to be given to judgments of this and other countries. The subject is discussed in 1 Va. Law Reg. 773.

BANKRUPTCY—CAN DISCHARGE BE GRANTED FROM UNCALLED FOR ASSESSMENT ON STOCK SUBSCRIPTION?—The land speculation of the last ten years in this State, and under the decisions of our Court of Appeals holding stockholders to the full measure of their liability, makes this an exceedingly practical question.

To state the question concretely, suppose a voluntary petition in bankruptcy is filed, in the schedule with which only two creditors are named, viz., a bank holding the bankrupt's note for $5,000, and the receiver of the Sure-Thing Land & Development Company holding the bankrupt's subscription to its capital stock for $10,000, upon which $5,000 has been paid. There has been no call for the balance, which, by the terms of subscription, is payable on call. *Quære*, Can a discharge from the subscription liability be granted? If so, what share of the assets shall be paid the company or its receiver?

Section 63 of the Bankruptcy Act, relating to debts of the bankrupt which may be proved and allowed, includes—

"63a. (1) A fixed liability, as evidenced by a judgment or instrument in writing, *absolutely owing* at the time of the filing of the petition against him, whether then payable or not, with any interest, etc.

. . . . . .

"(4) Founded upon an open account, or upon a contract express or implied.

. . . . .

"Sec. 63b. Unliquidated claims against the bankrupt may, pursuant to application to the court, be liquidated in such manner as it shall direct, and may thereafter be proved and allowed against his estate."

The general rule is stated by Black on Bankruptcy (p. 213) to be that every debt recoverable either at law or in equity, is provable in bankruptcy. A sum of money, payable upon a contingency, is not provable, because it does not become a